

PERSONAL PROPERTY DECLARATION

I, (name of declarant) CAMERON DAGUE, declare

- 1 I have personal knowledge of the matters set forth in this declaration and, if called upon to testify, I could and would competently testify thereto I am over 18 years of age I have knowledge regarding Movant's interest in the Property (specify)
 - a ☐ I am the Movant
 - b ☒ I am employed by Movant as (title and capacity) See supplement
 - c ☐ Other (specify)

- 2 a ☒ I am one of the custodians of the books, records and files of Movant that pertain to loans, leases, or extensions of credit given to Debtor concerning the Property I have personally worked on books, records and files, and as to the following facts, I know them to be true of my own knowledge or I have gained knowledge of them from the business records of Movant on behalf of Movant, which were made at or about the time of the events recorded, and which are maintained in the ordinary course of Movant's business at or near the time of the acts, conditions or events to which they relate Any such document was prepared in the ordinary course of business of Movant by a person who had personal knowledge of the event being recorded and had or has a business duty to record accurately such event The business records are available for inspection and copies can be submitted to the court if required
 - b ☐ Other (see attached)

- 3 The Property is
 - a ☒ Vehicle (year, manufacturer, type, model and year) 2011 BMW X5 xDrive35i Premium Sport Utility 4D
Vehicle Identification Number 5UXZV4C52BL403713
Location of vehicle (if known) Impounded
 - b ☐ Equipment (manufacturer, type, and characteristics)
Serial number(s)
Location (if known)
 - c ☐ Other personal property (type, identifying information, and location)

4 The nature of Debtor's interest in the Property is

- a ☒ Sole owner
- b ☐ Co-owner (*specify*)
- c ☐ Lessee
- d ☐ Other (*specify*)
- e ☒ Debtor ☒ did ☐ did not list the Property in the schedules filed in this case

5 ☐ The lease matured or was rejected on (*date*) _____

- a ☐ rejected
 - (1) ☐ by operation of law
 - (2) ☐ by order of the court
- b ☐ matured

6 Movant has a perfected security interest in the Property

- a ☐ A true and correct copy of the promissory note or other document that evidences the debt owed by the Debtor to Movant is attached as Exhibit _____
- b ☒ The Property is a motor vehicle, boat, or other personal property for which a certificate of title is provided for by state law True and correct copies of the following items are attached to this motion
 - (1) ☒ Certificate of title ("pink slip") (Exhibit 2 _____)
 - (2) ☐ Vehicle or other lease agreement (Exhibit _____)
 - (3) ☒ Security agreement (Exhibit 1 _____)
 - (4) ☐ Other evidence of a security interest (Exhibit _____)
- c ☐ The Property is equipment, intangibles, or other personal property for which a certificate of title is not provided for by state law True and correct copies of the following items are attached to this motion
 - (1) ☐ Security agreement (Exhibit _____)
 - (2) ☐ UCC-1 financing statement (Exhibit _____)
 - (3) ☐ UCC financing statement search results (Exhibit _____)
 - (4) ☐ Recorded or filed leases (Exhibit _____)
 - (5) ☐ Other evidence of perfection of a security interest (Exhibit _____)
- d ☐ The Property is consumer goods True and correct copies of the following items are attached to this motion
 - (1) ☐ Credit application (Exhibit _____)
 - (2) ☐ Purchase agreement (Exhibit _____)
 - (3) ☐ Account statement showing payments made and balance due (Exhibit _____)
 - (4) ☐ Other evidence of perfection of a security interest (*if necessary under state law*) (Exhibit _____)
- e ☐ Other liens against the Property are attached as Exhibit _____

7 Status of Movant's debt

- a The amount of the monthly payment \$ 548.95
- b Number of payments that became due and were not tendered ☐ prepetition ☐ postpetition
- c Total amount in arrears \$ _____
- d Last payment received on (date) _____
- e Future payments due by the anticipated hearing date (if applicable) _____
An additional payment of \$ _____ will come due on (date) _____, and on
the _____ day of each month thereafter. If the payment is not received by the _____
day of the month, a late charge of \$ _____ will be charged under the terms of the loan

- 8 ☐ Attached as Exhibit _____ is a true and correct copy of a POSTPETITION payment history that accurately reflects the dates and amounts of all payments made by the Debtor since the petition date

9 Amount of Movant's debt

- | | |
|--|--------------------|
| a Principal | \$ <u>4,319.41</u> |
| b Accrued interest | \$ _____ |
| c Costs (attorney's fees, late charges, other costs) | \$ _____ |
| d Advances (property taxes, insurance) | \$ _____ |
| e TOTAL CLAIM as of <u>01/18/2022</u> | \$ <u>4,319.41</u> |

- 10 ☒ (Chapter 7 and 11 cases only) Valuation The fair market value of the Property is \$ 8,435.00
This valuation is based upon the following supporting evidence

- a ☒ This is the value stated for property of this year, make, model, and general features in the reference guide most commonly used source for valuation data used by Movant in the ordinary course of its business for determining the value of this type of property. True and correct copies of the relevant excerpts of the most recent edition of the reference guide are attached as Exhibit 3
- b ☐ This is the value determined by an appraisal or other expert evaluation. True and correct copies of the expert's report and/or declaration are attached as Exhibit _____
- c ☐ The Debtor's admissions in the Debtor's schedules filed in the case. True and correct copies of the relevant portions of the Debtor's schedules are attached as Exhibit _____
- d ☐ Other basis for valuation (specify) _____

NOTE: If valuation is contested, supplemental declarations providing additional foundation for the opinions of value should be submitted

11 Calculation of equity in Property

- a ☒ 11 U.S.C. § 362(d)(1) - Equity Cushion:

I calculate that the value of the "equity cushion" in the Property exceeding Movant's debt and any lien(s) senior to Movant's debt is \$ 4,115.59 and is 48.792 % of the fair market value of the Property

b ☒ **11 U.S.C. § 362(d)(2)(A) - Equity**

By subtracting the total amount of all liens on the Property from the value of the Property as set forth in Paragraph 10 above, I calculate that the Debtor's equity in the Property is \$ 4,115.59

- 12 ☒ The fair market value of the Property is declining because
The Property is a Motor Vehicle and a depreciating asset

- 13 ☒ The Debtor's intent is to surrender the Property A true and correct copy of the Debtor's statement of intentions is attached as Exhibit 5

- 14 ☐ Movant regained possession of the Property on (date) _____, which is ☐ prepetition ☐ postpetition

- 15 ☐ (Chapter 12 or 13 cases only) Status of Movant's debt and other bankruptcy case information

- a The 341(a) meeting of creditors is currently scheduled for (or concluded on) (date) _____
A plan confirmation hearing is currently scheduled for (or concluded on) (date) _____
The plan was confirmed on (if applicable) (date) _____

- b Postpetition preconfirmation payments due BUT REMAINING UNPAID after the filing of the case

| Number of Payments | Number of Late Charges | Amount of Each Payment or Late Charge | Total |
|--------------------|------------------------|---------------------------------------|-------|
| | | \$ | \$ |
| | | \$ | \$ |
| | | \$ | \$ |
| | | \$ | \$ |
| | | \$ | \$ |
| | | \$ | \$ |
| | | \$ | \$ |
| | | \$ | \$ |

(See attachment for additional breakdown of information attached as Exhibit _____)

- c Postconfirmation payments due BUT REMAINING UNPAID after the plan confirmation date (if applicable)

| Number of Payments | Number of Late Charges | Amount of Each Payment or Late Charge | Total |
|--------------------|------------------------|---------------------------------------|-------|
| | | \$ | \$ |
| | | \$ | \$ |
| | | \$ | \$ |
| | | \$ | \$ |
| | | \$ | \$ |
| | | \$ | \$ |
| | | \$ | \$ |
| | | \$ | \$ |

- d Postpetition advances or other charges due but unpaid \$
(For details of type and amount, see Exhibit _____)
- e Attorneys' fees and costs \$
(For details of type and amount, see Exhibit _____)
- f Less suspense account or partial paid balance \$ []
- TOTAL POSTPETITION DELINQUENCY \$

- g ☐ The entire claim is provided for in the chapter 12 or 13 plan and postpetition plan payments are delinquent. The plan payment history is attached as Exhibit _____. See attached declaration(s) of chapter 12 trustee or 13 trustee regarding receipt of payments under the plan (*attach LBR form F 4001-1 DEC AGENT TRUSTEE*)
- 16 ☒ Proof of insurance regarding the Property has not been provided to Movant, despite the Debtor's obligation to insure the collateral under the terms of Movant's contract with Debtor
- 17 ☐ The bankruptcy case was filed in bad faith
- a ☐ Movant is the only creditor or one of few creditors listed in the Debtor's case commencement documents
- b ☐ Other bankruptcy cases have been filed in which an interest in the Property was asserted
- c ☐ The Debtor filed only a few case commencement documents. Schedules and a statement of financial affairs (or chapter 13 plan, if appropriate) have not been filed
- d ☐ Other (*specify*) _____
- 18 ☐ The filing of the bankruptcy petition was part of a scheme to delay, hinder, or defraud creditors that involved
- a ☐ The transfer of all or part ownership of, or other interest in, the Property without the consent of Movant or court approval. See attached continuation page for facts establishing the scheme
- b ☐ Multiple bankruptcy cases affecting the Property
- (1) Case name _____
Chapter _____ Case number _____
Date filed _____ Date discharged _____ Date dismissed _____
Relief from stay regarding the Property ☐ was ☐ was not granted
- (2) Case name _____
Chapter _____ Case number _____
Date filed _____ Date discharged _____ Date dismissed _____
Relief from stay regarding the Property ☐ was ☐ was not granted
- (3) Case name _____
Chapter _____ Case number _____
Date filed _____ Date discharged _____ Date dismissed _____
Relief from stay regarding the Property ☐ was ☐ was not granted
- ☐ See attached continuation page for more information about other bankruptcy cases affecting the Property
- ☐ See attached continuation page for additional facts establishing that the multiple bankruptcy cases were part of a scheme to delay, hinder, and defraud creditors
- 19 ☐ Enforcement actions taken after the bankruptcy petition was filed are specified in the attached supplemental declaration(s)
- a ☐ These actions were taken before Movant knew the bankruptcy case had been filed, and Movant would have been entitled to relief from stay to proceed with these actions

- b ☐ Although Movant knew the bankruptcy case was filed, Movant previously obtained relief from stay to proceed with these enforcement actions in prior bankruptcy cases affecting the Property as set forth in Exhibit _____
- c ☐ For other facts justifying annulment, see attached continuation page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct

1/21/2022
Date

CAMERON DAWG
Printed Name


Signature

SUPPLEMENT TO MANDATORY FORM, F 4001-1.RFS.PP.MOTION
PERSONAL PROPERTY DECLARATION, AS PERMITTED BY
LBR 9009-1(b)(4)(B)

I am employed as a Senior Coordinator – Affidavit Support Specialist of Capital One Auto Finance, a division of Capital One, N.A. ("Movant").

Exhibit 1

| | | |
|---|--|---|
| Buyer Name and Address (including County and Zip Code) JONATHAN LEE SMITH 9458 FOUNTAIN AVE # 2 WEST HOLLYWOOD CA 90069 LOS ANGELES | Co-Buyer Name and Address (including County and Zip Code) N/A | Seller-Creditor (Name and Address) INFINITI OF VAN NUYS 8555 VAN NUYS BOULEVARD VAN NUYS CA 91401 LOS ANGELES |
|---|--|---|

You, the Buyer (and Co-Buyer, if any), may buy the vehicle below for cash or on credit. By signing this contract, you choose to buy the vehicle on credit under the terms and conditions of this contract. You agree to pay the Seller - Creditor (sometimes "we" or "us" in this contract) the Amount Financed and Finance Charge in U.S. funds according to the payment schedule below. We will figure your finance charge on a daily basis. The Truth-in-Lending Disclosures below are part of this contract.

| New Used | Year | Make and Model | Odometer | Vehicle Identification Number | Primary Use For Which Purchased Personal, family or household unless otherwise indicated below. <input type="checkbox"/> business or commercial |
|----------|------|-----------------------|----------|-------------------------------|---|
| USED | 2011 | BMW SAV X5 PREMIUM SP | 67552 | SUXZV4C52BL403713 | |

| ANNUAL PERCENTAGE RATE | FINANCE CHARGE | Amount Financed | Total of Payments | Total Sale Price |
|------------------------|----------------|-----------------|-------------------|------------------|
| 9.94 % | \$ 9763.30 (e) | \$ 29761.10 | \$ 9524.40 (e) | \$ 41407.40 (e) |

(e) means an estimate

| Number of Payments | Amount of Payments | When Payments Are Due |
|--------------------|--------------------|------------------------------|
| One Payment of | N/A | N/A |
| One Payment of | N/A | N/A |
| One Payment of | N/A | N/A |
| 71 | 548.95 | Monthly beginning 11/26/2015 |
| N/A | N/A | N/A |
| One final payment | 548.95 | DUE ON 10/26/2021 |

Late Charge: If payment is not received in full 10 days after it is due, you will pay a late charge of 5% of the part of the payment that is late. Payment, if you pay of all your debt early, you may be charged a minimum finance charge.

Security Interest: You are giving a security interest in the vehicle being purchased.

Additional Information: See this contract for more information including information about nonpayment, default, any required payment in full before the scheduled date, minimum finance charges, and security interest.

ITEMIZATION OF THE AMOUNT FINANCED (Seller may keep part of the amounts paid to others):

- Total Cash Price**
 - Cash Price of Motor Vehicle and Accessories \$ 25135.00 (A)
 - Cash Price Vehicle \$ 25135.00
 - Cash Price Accessories \$ N/A
 - Other (Nontransferable) \$ N/A
 - Describe: \$ N/A
- Document Processing Charge (not a governmental fee)** \$ 80.00 (B)
- Emissions Testing Charge (not a governmental fee)** \$ 50.00 (C)
- (Optional) Theft Deterrent Device (to whom paid)** \$ N/A (D)
- (Optional) Theft Deterrent Device (to whom paid)** \$ N/A (E)
- (Optional) Theft Deterrent Device (to whom paid)** \$ N/A (F)
- (Optional) Surface Protection Product (to whom paid)** \$ N/A (G)
- (Optional) Surface Protection Product (to whom paid)** \$ N/A (H)
- EV Charging Station (to whom paid)** \$ N/A (I)
- Sales Tax (on taxable items in A through I)** \$ 2273.65 (J)
- Electronic Vehicle Registration or Transfer Charge (not a governmental fee) (to whom paid)** \$ 29.00 (K)
- (Optional) Service Contract (to whom paid)** \$ 2995.00 (L)
- (Optional) Service Contract (to whom paid)** \$ N/A (M)
- (Optional) Service Contract (to whom paid)** \$ N/A (N)
- (Optional) Service Contract (to whom paid)** \$ N/A (O)
- (Optional) Service Contract (to whom paid)** \$ N/A (P)
- Other Credit or Lease Balance paid by Seller to** \$ N/A (Q)
- (see downpayment and trade-in calculation)** \$ N/A (R)
- (Optional) Gap Contract (to whom paid)** \$ 795.00 (S)
- (Optional) Used Vehicle Contract Cancellation Option Agreement** \$ N/A (T)
- Other (to whom paid)** \$ N/A (U)
- Total Cash Price (A through T)** \$ 31357.85 (1)
- Amounts Paid to Public Officials**
 - Vehicle License Fees \$ 163.00 (A)
 - Registration/Transfer/Titling Fees \$ 115.00 (B)
 - Courtesy Fees \$ N/A (C)
 - Other \$ N/A (D)
- Total Official Fees (A through D)** \$ 278.00 (2)
- Amount Paid to Insurance Companies**
 - Total premiums from Statement of Insurance column a + b) \$ N/A (3)
 - Total Emissions Certification Fee or State Emissions Exemption Fee \$ 8.25 (4)
- Subtotal (1 through 4)** \$ 31644.10 (5)
- Total Downpayment**
 - Agreed Trade-In Value \$ 2084
 - Trade-In Value \$ 107785
 - Less Prior Credit or Lease Balance \$ 7617.00 (B)
 - Net Trade-In (A less B) (indicate if a negative number) \$ 5117.00 (C)
 - Deferred Downpayment \$ N/A (D)
 - Manufacturer's Rebate \$ N/A (E)
 - Other \$ N/A (F)
 - Cash \$ 7000.00 (G)
- Total Downpayment (C through G)** \$ 1683.00 (6)
- (If negative, enter zero on the 6 and enter the amount less than zero as a positive number on line 10 above)**
- Amount Financed (5 less 6)** \$ 29761.10 (7)

SELLER BROKERED LOAN
BUYER MAY BE REQUIRED TO PROVIDE SECURITY FOR THE LOAN AND THE SELLER MAY BE REQUIRED TO PROVIDE SECURITY FOR THE LOAN. THIS CONTRACT IS SUBJECT TO THE SELLER'S CREDIT REVIEW AND THE SELLER'S DISCRETION TO ACCEPT OR REJECT ANY APPLICATION FOR THIS RETAIL INSTALLMENT SALE CONTRACT AND THE LOAN.

Proceeds of Loan From: N/A

Amount \$ N/A Finance Charge \$ N/A

Total \$ N/A Payable in N/A

Installments of \$ N/A \$ N/A

from first loan to down payment on

SELLER'S RIGHT TO CANCEL: Buyer and Co-Buyer sign here, the provisions of the Seller's Right to Cancel section on the back giving the Seller the right to cancel if Seller is unable to assign this contract to a licensed financing institution.

Buyer: _____ X/A
Co-Buyer: _____

Agreement to Arbitrate: By signing below, you agree that, pursuant to the Arbitration Provision on the reverse side of this contract, you or we may elect to resolve any dispute by neutral, binding arbitration and not in a court of law. See the Arbitration Provision for additional information concerning the agreement to arbitrate.

Buyer Signs X/A Co-Buyer Signs N/A

OPTION: ☐ You pay no finance charge if the Amount Financed, Item 7, is paid in full on or before N/A. SELLER'S RETURN

THE MINIMUM PUBLIC LIABILITY INSURANCE UNITS PROVIDED BY LAW MUST BE MET BY EVERY PERSON WHO PURCHASES A VEHICLE. IF YOU ARE UNSURE WHETHER OR NOT YOUR CURRENT INSURANCE POLICY WILL COVER YOU IN THE EVENT OF AN ACCIDENT, YOU SHOULD CONTACT YOUR INSURANCE AGENT.

WARNING: YOUR PRESENT POLICY MAY NOT COVER COLLISION DAMAGE OR MAY NOT PROVIDE FOR FULL REPLACEMENT COSTS FOR THE VEHICLE BEING PURCHASED. IF YOU DO NOT HAVE FULL COVERAGE, SUPPLEMENTAL COVERAGE FOR COLLISION DAMAGE MAY BE AVAILABLE TO YOU THROUGH YOUR INSURANCE AGENT OR THROUGH THE SELLER. HOWEVER, UNLESS COVERAGE THROUGH THE DEALER PROTECTS ONLY THE DEALER, USUALLY UP TO THE AMOUNT OF THE UNPAID BALANCE REMAINING AFTER THE VEHICLE HAS BEEN REPOSSESSED AND SOLD.

FOR ADVANCE ON FULL COVERAGE, THE BUYER SHOULD CONTACT HIS OR HER INSURANCE AGENT FOR DETAILS.

Buyer Signs X/A

Trade-In Payoff Agreement: Seller relied on information from you and/or the lender or lessor of your trade-in vehicle to arrive at the payoff amount shown in item 8B of the Itemization of Amount Financed as the "Prior Credit or Lease Balance." You understand that the amount quoted is an estimate.

Seller agrees to pay the payoff amount shown in 8B to the lender or lessor of the trade-in vehicle, or to designate, if the actual payoff amount is more than the amount shown in 8B, you must pay the Seller the excess on demand. If the actual payoff amount is less than the amount shown in 8B, Seller will refund to you any coverage Seller receives from your prior lender or lessor. Except as stated in the "NOTICE" on the back of this contract, any assignee of this contract shall be obligated to pay the Prior Credit or Lease Balance shown in 8B or any refund.

Buyer Signature X/A Co-Buyer Signature N/A

Notice to Buyer: (1) Do not sign this agreement before you read it or if it contains any blank spaces to be filled in. (2) You are entitled to a completely filled copy of this agreement. (3) You can prepare this agreement at any time. (4) If you default in the performance of your obligations under this agreement, the vehicle may be repossessed and you may be subject to suit and liability for the unpaid indebtedness evidenced by this agreement.

If you have a complaint concerning this sale, you should try to resolve it with the seller.

Complaints concerning unfair or deceptive practices or methods by the seller may be referred to the city attorney, the district attorney, or an investigator for the Department of Motor Vehicles, or any combination thereof.

After this contract is signed, the seller may not change the financing or payment terms unless you agree in writing to the change. You do not have to agree to any change, and it is an unfair or deceptive practice for the seller to make any such change.

Buyer Signature X/A Co-Buyer Signature N/A

The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this contract and retain its right to receive a part of the Finance Charge.

THERE IS NO COOLING-OFF PERIOD UNLESS YOU OBTAIN A CONTRACT CANCELLATION OPTION

California law does not provide for a "cooling-off" or other cancellation period for vehicle sales. Therefore, you cannot later cancel this contract simply because you change your mind, decide the vehicle costs a different value, or for any other reason. After you sign below, you may only cancel this contract with the agreement of the seller or for legal cause, such as fraud. However, California law does require a seller to offer a buy-back contract cancellation option on used vehicles with a purchase price of less than forty thousand dollars (\$40,000), subject to certain conditions. This contract does not apply to the sale of a new vehicle, a motor vehicle, or a motor vehicle with a trailer. See the vehicle contract cancellation option agreement for details.

Buyer Signature X/A Date 02/27/15 Co-Buyer Signature X/A

Co-Buyers and Other Owners: A co-buyer is a person who is responsible for paying the entire debt. An other owner is a person whose name is on the title to the vehicle but does not have to pay the debt.

Other Owner Signature X Address

GUARANTEE: To induce us to sell the vehicle to Buyer, each person who signs as a Guarantor individually guarantees the payment of this contract. If Buyer fails to pay any money owing on this contract, each Guarantor must pay it when asked. Each Guarantor will be liable for the total amount owing even if other persons also sign as Guarantors, and even if Buyer has a complete release to Guarantor's demand for reimbursement. Each Guarantor agrees to be liable even if we do one or more of the following: (1) give the Buyer more time to pay one or more payments; (2) give a full or partial release to any other Guarantor; (3) release any security; (4) accept less than the total amount of money; or (5) otherwise make a settlement relating to this contract or extend the contract. Each Guarantor acknowledges receipt of a completed copy of this contract and guaranty at the time of signing.

Guarantor's release of acceptance of this Guaranty, notice of the Buyer's non-payment, non-performance, and default, and notice of the amount owing at any time, and any demands upon the Buyer.

Guarantor X Date Address

Seller SIGNATURE OF VAN NUYS Date 02/27/15 By ARTHUR KIRAKOSYAN

STATEMENT OF INSURANCE
NOTICE: No person is required as a condition of financing the purchase of a motor vehicle to purchase or negotiate any insurance through a particular insurance company, agent or broker. You are not required to buy any other insurance to obtain credit. Your decision to buy or not buy other insurance will not be a factor in the credit approval process.

Vehicle Insurance

\$ N/A Ded. Comp. Fire & Theft N/A Max \$ N/A

\$ N/A Ded. Collision N/A Max \$ N/A

Body Injury \$ N/A Limit N/A Max \$ N/A

Property Damage \$ N/A Limit N/A Max \$ N/A

Medical N/A N/A Max \$ N/A

N/A N/A Max \$ N/A

Total Vehicle Insurance Premiums \$ N/A

UNLESS A CHARGE IS INCLUDED IN THE AGREEMENT FOR PUBLIC LIABILITY OR PROPERTY DAMAGE INSURANCE, PAYMENT FOR SUCH COVERAGE IS NOT PROVIDED BY THIS AGREEMENT.

You may buy the physical damage insurance if it is correct, requires (see back) from anyone you choose who is acceptable to us. You are not required to buy any other insurance to obtain credit.

Buyer Signature X/A

Co-Buyer Signature N/A

Seller Signature X/A

If any insurance is checked below, the certificate from the normal insurance companies will apply to the terms and conditions.

Application for Optional Credit Insurance

☐ Credit Life ☐ Buyer ☐ Co-Buyer ☐ Both

☐ Credit Disability (Buyer Only)

Term Exp. Premium

Credit Life N/A Max N/A \$ N/A

Credit Disability N/A Max N/A \$ N/A

Total Credit Insurance Premiums \$ N/A

Insurance Company Name N/A

N/A

Home Office Address N/A

Credit life insurance and credit disability insurance are not required to obtain credit. Your decision to buy or not buy credit life and credit disability insurance will not be a factor in the credit approval process. They will not be provided unless you sign and agree to pay the extra cost. Credit life insurance is based on your original payment schedule. This insurance may not pay if you ever use this contract if you make late payments. Credit disability insurance does not cover any increase in your payment or in the number of payments. Coverage for credit life insurance and credit disability insurance ends on the original due date for the last payment unless a different term for the insurance is shown above.

You are applying for the credit insurance marked above. Your signature below means that you agree that: (1) You are not eligible for insurance if you have reached your 65th birthday; (2) You are eligible for disability insurance only if you are working for wages or profit 30 hours a week or more on the Effective Date; (3) Only the Primary Buyer is eligible for disability insurance. DISABILITY INSURANCE MAY NOT COVER CONDITIONS FOR WHICH YOU HAVE SEEN A DOCTOR OR CHIROPRACTOR IN THE LAST 6 MONTHS (Refer to "Total Disabilities Not Covered" in your policy for details).

You want to buy the credit insurance.

Date Buyer Signature App

N/A N/A N/A

Date Co-Buyer Signature App

N/A N/A N/A

OPTIONAL GAP CONTRACT: A gap contract (total cancellation contract) is not required to obtain credit and will not be provided unless you sign below and agree to pay the extra charge. If you choose to buy a gap contract, the charge is shown in item 11 of the Itemization of Amount Financed. See your gap contract for details on the terms and conditions it provides. It is a part of this contract.

Term 72 Mos. JMB

Name of Gap Contract

I want to buy a gap contract.

Buyer Signature X/A

OPTIONAL SERVICE CONTRACTS: You want to purchase the service contract(s) with the following company(ies) for the term(s) shown below for the charge(s) shown in item 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100.

12 Company QUALITY GUARD PLUS

Term 24 Mos. or 24000 Miles

13 Company N/A Mos. or N/A Miles

14 Company N/A Mos. or N/A Miles

15 Company N/A Mos. or N/A Miles

16 Company N/A Mos. or N/A Miles

17 Company N/A Mos. or N/A Miles

18 Company N/A Mos. or N/A Miles

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62 Company N/A Mos. or N/A Miles

63 Company N/A Mos. or N/A Miles

64 Company N/A Mos. or N/A Miles

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100 Company N/A Mos. or N/A Miles

Buyer Signature X/A

HOW THIS CONTRACT CAN BE CHANGED: This contract contains the entire Agreement between you and us relating to this contract. Any change to the contract must be in writing and both you and we must sign it. No oral changes are binding.

Buyer Signature X/A

Co-Buyer Signature N/A

FINANCE CHARGE AND PAYMENTS
a. **How we will figure Finance Charge.** We will figure the Finance Charge on a daily basis based on the Annual Percentage Rate on the unpaid part of the Amount Financed. You may receive part of the Finance Charge as a credit to the amount you owe. Allowed expenses are expenses we pay as a direct result of taking the vehicle, holding it, preparing it for sale and selling it. Attorney fees and court costs the law permits are also allowed expenses. If any money is left (surplus), we will pay it to you unless the law requires us to pay it to someone else. If money from the sale is not enough to pay the amount you owe, you must pay the rest to us. If we do not pay this amount when we ask, we may charge you interest at the Annual Percentage Rate shown on the face of this contract, not to exceed the highest rate permitted by law, until you pay.
b. **How we will apply payments.** We may apply each payment to the earned and unpaid part of the Finance Charge, to the unpaid part of the Amount Financed and to other amounts you owe under this contract in any order we choose.
c. **How late payments or early payments change what you must pay.** We based the Finance Charge, Total of Payments, and Total Sale Price shown on the front on the assumption that you will make every payment on the day it is due. Your Finance Charge, Total of Payments, and Total Sale Price will be more if you pay late and less if you pay early. Changes may take the form of a larger or smaller final payment or, at our option, more or fewer payments of the same amount as your scheduled payment with a smaller final payment. We will send you a notice telling you about these changes before the final scheduled payment is due.
d. **You may prepay.** You may prepay all or part of the unpaid part of the Amount Financed at any time. If you do, you must pay the earned and unpaid part of the Finance Charge and all other amounts due up to the date of your payment. As of the date of your payment, if the minimum finance charge is greater than the earned Finance Charge, you may be charged the difference; the minimum finance charge is as follows: (1) \$25 if the original Amount Financed does not exceed \$1,000, (2) \$50 if the original Amount Financed is more than \$1,000 but not more than \$2,000, or (3) \$75 if the original Amount Financed is more than \$2,000.

2. YOUR OTHER PROMISES TO US
a. **If the vehicle is damaged, destroyed, or missing.** You agree to pay us all you owe under this contract even if the vehicle is damaged, destroyed, or missing.

GAP LIABILITY NOTICE
In the event of theft or damage to your vehicle that results in a total loss, there may be a gap between the amount you owe under this contract and the proceeds of your insurance settlement and deductible. THIS CONTRACT PROVIDES THAT YOU OWE LIABILITIES TO US FOR THE GAP AMOUNT. An optional gap contract (debit cancellation contract) for coverage of the gap amount may be offered for an additional charge.

b. **Using the vehicle.** You agree not to remove the vehicle from the U.S. or Canada, or to sell, rent, lease, or transfer any interest in the vehicle or this contract without our written permission. You agree not to expose the vehicle to misuse, seizure, confiscation, or involuntary transfer. If we pay any repair bills, storage bills, taxes, fines, or charges on the vehicle, you agree to repay the amount when we ask for it.
c. **Security Interest.** You give us a security interest in:
The vehicle and all parts or goods installed on it;
All money or goods received (proceeds) for the vehicle;
All insurance, maintenance, service, or other contracts we finance for you;
All proceeds from insurance, maintenance, service, or other contracts we finance for you. This includes any refunds of premiums or charges from the contracts.
This secures payment of all you owe on this contract. It also secures your other agreements in this contract as the law allows. You will make sure the title shows our security interest (lien) in the vehicle. You will not allow any other security interest to be placed on the title without our written permission.
d. **Insurance you must have on the vehicle.** You agree to have physical damage insurance covering loss of or damage to the vehicle for the term of this contract. The insurance must cover our interest in the vehicle. If you do not have this insurance, we may, if we choose, buy physical damage insurance. If we decide to buy physical damage insurance, we may either buy insurance that covers your interest and our interest in the vehicle, or buy insurance that covers only our interest. If we buy either type of insurance, we will tell you which type and the charge you must pay. The charge will be the premium for the insurance and a finance charge computed at the Annual Percentage Rate shown on the front of this contract or, at our option, the highest rate the law permits. If the vehicle is lost or damaged, you agree that we may use any insurance settlement to reduce what you owe or to repair the vehicle.

e. **What happens to returned insurance, maintenance, service, or other contract charges.** If we get a refund of insurance, maintenance, service, or other contract charges, you agree that we may subtract the refund from money you owe.
3. IF YOU PAY LATE OR BREAK YOUR OTHER PROMISES
a. **You may owe late charges.** You will pay a late charge on each late payment as shown on the front. Acceptance of a late payment or late charge does not excuse your late payment or mean that you may keep making late payments. If you pay late, we may also take the steps described below.
b. **You may have to pay all you owe at once.** If you break your promises (default), we may demand that you pay all you owe on this contract at once. Subject to any right the law gives you to reinstate this contract. Default means:
You do not pay any payment on time;
You give false, incomplete, or misleading information on a credit application;
You start a proceeding in bankruptcy or one is started against you or your property;
The vehicle is lost, damaged or destroyed; or
You break any agreements in this contract.
The amount you will owe will be the unpaid part of the Amount Financed plus the earned and unpaid part of the Finance Charge, any late charges, and any amounts due because you defaulted.
c. **You may have to pay collection costs.** You will pay our reasonable costs to collect what you owe, including attorney fees, court costs, collection agency fees, and fees paid for other reasonable collection efforts. You agree to pay a charge not to exceed \$15 if any check given to us is dishonored.
d. **We may take the vehicle from you.** If you default, we may take (repossess) the vehicle from you if we do so peacefully and the law allows it. If your vehicle has an electronic tracking device, you agree that we may use the device to find the vehicle. If we take the vehicle, any accessories, equipment, and replacement parts will stay with the vehicle. If any personal items are in the vehicle, we may store them for you at your expense. If you do not ask for these items and we may dispose of them as the law allows.
e. **How you can get the vehicle back if we take it.** If we repossess the vehicle, you may pay to get it back (redeem). You may redeem the vehicle by paying all you owe, or you may have the right to reinstate this contract and redeem the vehicle by paying past due payments and any late charges, providing proof of insurance, and/or taking other action to cure the default. We will provide you all notices as required by law to tell you what you have to do to pay and/or what action you must take to redeem the vehicle.

PLEASE REVIEW - IMPORTANT - AFFECTS YOUR LEGAL RIGHTS
1. **EITHER YOU OR WE MAY CHOOSE TO HAVE ANY DISPUTE BETWEEN US DECIDED BY ARBITRATION AND NOT IN COURT OR BY JURY TRIAL.**
2. **IF A DISPUTE IS ARBITRATED, YOU WILL GIVE UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS ACTION YOU MAY HAVE AGAINST US INCLUDING ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS.**
3. **DISCOVERY AND RIGHTS TO APPEAL IN ARBITRATION ARE GENERALLY MORE LIMITED THAN IN A LAWSUIT, AND OTHER RIGHTS THAT YOU AND WE WOULD HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION.**
Any claim or dispute, whether in contract, tort, statute or otherwise (including the interpretation and scope of this Arbitration Provision, and the arbitrability of the claim or dispute), between you and us or our employees, agents, successors or assigns, which arises out of or relates to your credit application, purchase or condition of this vehicle, this contract or any resulting transaction or relationship (including any such relationship with third parties who do not sign this contract) shall, at your or our election, be resolved by neutral, binding arbitration and not by a court action. If federal law provides that a claim or dispute is not subject to binding arbitration, this Arbitration Provision shall not apply to such claim or dispute. Any claim or dispute is to be arbitrated by a single arbitrator on an individual basis and not as a class action. You expressly waive any right you may have to arbitrate a class action. You may choose the American Arbitration Association, 1633 Broadway, 10th Floor, New York, New York 10019 (www.adr.org), or any other organization to conduct the arbitration subject to our approval. You may get a copy of the rules of an arbitration organization by contacting the organization or visiting its website. The arbitration subject to our approval. You may get a copy of the rules of an arbitration organization by contacting the organization or visiting its website. The arbitrator shall apply governing substantive law and the applicable statute of limitations. The arbitration hearing shall be conducted in the federal district in which you reside unless the Seller-Creditor is in a different state, in which case the hearing will be held in the federal district where this contract was executed. We will pay the arbitrator's administrative, service or case management fee and your arbitrator or hearing fee all up to a maximum of \$500, unless the law or the rules of the chosen arbitration organization require us to pay more. The arbitrator's fee shall be paid by the party who is found liable for the claim or dispute, unless awarded by the arbitrator under applicable law. If the chosen arbitration organization's rules conflict with this Arbitration Provision, then the provisions of this Arbitration Provision shall control. Any arbitration under this Arbitration Provision shall be governed by the Federal Arbitration Act (9 U.S.C. Chapter 1) and not by any state law concerning arbitration. Any award by the arbitrator shall be in writing and will be final and binding on all parties, subject to any limited right to appeal under the Federal Arbitration Act. You and we retain the right to seek remedies in small claims court for disputes or claims within that court's jurisdiction, unless such action is transferred, removed or appealed to a different court. Neither you nor we waive the right to arbitrate by using self-help remedies, such as repossession, or by filing an action to recover the vehicle, to recover a delinquent balance, or for the individual injunctive relief. Any court having jurisdiction may enter judgment on the arbitrator's award. This Arbitration Provision shall survive any termination, payoff or transfer of this contract. If any part of this Arbitration Provision, other than waivers of class action rights, is deemed to be unenforceable for any reason, the remainder shall remain enforceable. If a waiver of class action rights is deemed or found to be unenforceable for any reason in a case in which class action allegations have been made, the remainder of this Arbitration Provision shall be enforceable.

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS THEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.
The preceding NOTICE applies only to goods or services obtained primarily for personal, family or household use. In all other cases, Buyer will not assert against any subsequent holder or assignee of this contract any claims or defenses the Buyer (debtor) may have against the Seller, or against the manufacturer of the vehicle or equipment obtained under this contract.

| | | | |
|---|--|--------------------------|--------------------------------|
| Seller assigns its interest in this contract to | | Capital One Auto Finance | (Assigned to addressee) |
| Infrint of Van Nuys, 5455 Van Nuys Blvd. | | P.O. Box 255601 | Assigned with limited recourse |
| Van Nuys, California 91401 | | | |

4. What we will figure Finance Charge. We will figure the Finance Charge on a daily basis based on the Annual Percentage Rate on the unpaid part of the Amount Financed. You may receive part of the Finance Charge as a credit to the amount you owe. Allowed expenses are expenses we pay as a direct result of taking the vehicle, holding it, preparing it for sale and selling it. Attorney fees and court costs the law permits are also allowed expenses. If any money is left (surplus), we will pay it to you unless the law requires us to pay it to someone else. If money from the sale is not enough to pay the amount you owe, you must pay the rest to us. If we do not pay this amount when we ask, we may charge you interest at the Annual Percentage Rate shown on the face of this contract, not to exceed the highest rate permitted by law, until you pay.
5. What we may do about optional insurance, maintenance, service, or other contracts. This contract may contain charges for optional insurance, maintenance, service, or other contracts. If we demand that you pay all you owe at once or we repossess the vehicle, we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges or reduce what you owe or repair the vehicle. If the vehicle is a total loss because it is confiscated, damaged, or stolen, we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe.

4. WARRANTIES SELLER DISCLAIMS
If you do not get a written warranty, and the Seller does not enter into a service contract within 90 days from the date of this contract, the Seller makes no warranties, express or implied, on the vehicle, and there will be no implied warranties of merchantability or of fitness for a particular purpose. This provision does not affect any warranties covering the vehicle that the vehicle manufacturer may provide. If the Seller has sold you a certified used vehicle, the warranty of merchantability is not disclaimed.

5. Used Car Buyers Guide. The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale. Spanish Translation: Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto toda disposición en contrario contenida en el contrato de venta.

6. Servicing and Collection Contacts. You agree that we may try to contact you in writing, by e-mail, or using prerecorded/automatic voice messages, text messages, and automatic telephone dialing systems, as the law allows. You also agree that we may try to contact you in these and other ways at any address or telephone number you provide us, even if the telephone number is a cell phone number or the contact results in a charge to you.

7. Applicable Law Federal law and California law apply to this contract. If any part of this contract is not valid, all other parts stay valid. We may, if we refrain from enforcing any of our rights under this contract without losing them. For example, we may extend the time for making some payments without extending the time for making others.

8. Warranties of Buyer. You promise you have given true and correct information in your application for credit, and you have no knowledge that will make that information untrue in the future. We have relied on the truth and accuracy of that information in entering into this contract. Upon request, you will provide us with documents and other information necessary to verify any item contained in your credit application.

You waive the provisions of Calif. Vehicle Code Section 1808.21 and authorize the California Department of Motor Vehicles to furnish your residence address to us.

CREDIT DISABILITY INSURANCE NOTICE
CLAIM PROCEDURE
If you become disabled, you must tell us right away (You are advised to send this information to the same address to which you are normally required to send your payments, unless a different address or telephone number is given to you in writing by us as the location where we would like to be notified.) We will tell you where to get claim forms. You must send in the completed form to the insurance company as soon as possible and tell us as soon as you do. If your disability insurance covers all of your missed payment(s), WE CANNOT TRY TO COLLECT WHAT YOU OWE OR FORECLOSE UPON OR REPOSSESS ANY COLLATERAL UNTIL THIRTEEN CALENDAR MONTHS AFTER your first missed payment is due or until the insurance company pays or rejects your claim, whichever comes first. We can, however, try to collect, foreclose, or repossess if we have any money due and owing us or are otherwise in default when your disability claim is made or if a senior mortgage or lien holder is foreclosing. If the insurance company pays the claim within the three calendar months, we must accept the money as though you paid on time. If the insurance company rejects the claim within the three calendar months or accepts the claim within the three calendar months on a partial disability and pays less than for a total disability, you will have 60 days from the date that the rejection or the acceptance of the partial disability claim is sent to pay past due payments, or the difference between the past due payments and what the insurance company pays for the partial disability, plus late charges. You can contact us, and we will tell you how much you owe. After that time, we can take action to collect or foreclose or repossess any collateral you may have given. If the insurance company accepts your claim but requires that you send in additional forms to remain eligible for continued payments, you should send in these completed additional forms no later than required. If you do not send in these forms on time, the insurance company may stop paying, and we will then be able to take action to collect or foreclose or repossess any collateral you may have given.

Seller's Right to Cancel
a. Seller agrees to deliver the vehicle to you on the date this contract is signed by Seller and you. You understand that it may take a few days for Seller to verify your credit and assign the contract to us.
b. If Seller is unable to assign the contract to any one of the financial institutions with whom Seller regularly does business under an assignment acceptable to Seller, Seller may cancel the contract.
c. Seller shall give you written notice (or in any other manner in which actual notice is given to you) within 10 days of the date this contract is signed if Seller elects to cancel. Upon receipt of such notice, you must immediately return the vehicle to Seller in the same condition as when sold, reasonable wear and tear excepted. Seller must give back to you all consideration received by Seller, including any trade-in expenses incurred by Seller in taking the vehicle from you, including reasonable attorney's fees.
d. While the vehicle is in your possession, all terms of the contract, including those relating to use of the vehicle and insurance for the vehicle, shall be in full force and you shall assume all risk of loss or damage to the vehicle. You must pay all reasonable costs for repair of any damage to the vehicle until the vehicle is returned to Seller.

Exhibit 2

Perfected

Account

VIN/HIN: **SUXZV4C52BL403713** Status: **Perfected (PT)** Titling State: **CA** Year: **2011**
Account: Loan LoanSuffix Branch Make: **BMW X5** Model:

Actions
LOAN

Overview

Primary customer: **SMITH, JONATHAN L**
Secondary customer:
Home phone:
Address: **8450 FOUNTAIN AV 2 WES
WEST HOLLYWOOD, CA 90069**
Alert when perfected: Client CMS
Originator: **PLA**
App. ID:
User Defined 3:
Lienholder Status Code:
Business Unit:
Dealer ID/Name: **/INFINITI OF VAN NUYS**

Recovery type:
Recovery Status date:
Amount Financed: **29761.10**
Financed date: **11/06/2015**
Booked date: **11/06/2015**
Expected payoff date: **10/26/2021**
Payoff date:
Perfected date: **12/31/2015**
Loan Balance
State: **CA**
Account subtype: Loan (F)
Expected Contract Type:

| | | | | | | | |
|------|---|--|-------------------|--------|--|------------------------|-----------------------|
| | | | | | | | |
| Edit | 1 | | SMITH, JONATHAN L | PERSON | | 8450 FOUNTAIN AV 2 WES | WEST HOLLYWOODCA90069 |

Customers

| | | | | | | | | | |
|-------------------|--------|--|------|--|--|--|--|--|-----|
| | | | | | | | | | |
| SUXZV4C52BL403713 | BMW X5 | | 2011 | | | | | | VEH |

Property

ID:
Name: **INFINITI OF VAN NUYS**
Address: **5455 VAN NUYS BLVD
SHERMAN OAKS, CA 91401**
Phone:
Fax:
EMail:

Type: **DEALER**
Status: **ACTIVE**
Dealership:
Contact Name: **FINANCE MANAGER GENERAL**
Contact Phone:
Notes:

Dealer Info

Lien Filing

Request Date: Action Date:

Status: Last Worked By:

State: Required State Forms:

Reason Requesting Dept:

Operations Code: Billable:

Duplicate Title

Follow Up

Client Activities

Additional Documents do not exist for this account

Direct Lending Services

Additional Documents

Obsolete Docs

Title

VIN/HIN: 5UXZV4C52BL403713 State: CA Title Number:
Year: 2011 Make/Builer: BMW Model: License Plate:

Owner(s): SMITH JONATHAN LEE Closed Date:
Lienholder: CAPITAL ONE AUTO FIN Closed Reason:
Match Type: AUTOMATIC Document Location:
Match Date: 12/31/2015
Issuance Date: 12/29/2015
Imported Date: 12/31/2015

Actions

Title-Electronic
Perfecting

Overview

| | | | |
|----------------------|--------------------------------------|--|--|
| | | | |
| CAPITAL ONE AUTO FIN | PO BX 255605 SACRAMENTO, CA 95865 | | |

Owners

Property

Liens

Title Maint

Add Note

Notes

☒ Show All ☐ Show User Notes Only ☐ Show Activity History Only

| | | | | |
|---------------------|--------|---------------|------------------|--|
| | | | | |
| 12/31/2015 01:38 AM | System | Client Export | Send Upload File | Sent upload file to Lender. |
| 12/31/2015 01:38 AM | System | State Import | Create Title | Received electronic document from State. |
| 12/31/2015 01:38 AM | System | State Import | Perfect Account | Account and Document were automatically matched. |
| 11/09/2015 04:11 AM | System | Client Import | Create Account | Account created via a Client Import file. |

Work Items

Exhibit 3



2011 BMW X5 Pricing Report

Style: xDrive35i Premium Sport Utility 4D

Mileage: 148,802

KBB.com Consumer Rating: 4.1/5

Vehicle Highlights

Fuel Economy: City 16/Hwy 23/Comb 19 MPG

Drivetrain: AWD

Transmission: Auto, 8-Spd Spt Stptrnc

Engine: 6-Cyl, Turbo, 3.0 Liter

Country of Assembly: United States

Country of Origin: Germany

EPA Class: Sport Utility Vehicles

Max Seating: 7

Doors: 4

Body Style: Sport Utility

Sell to Private Party

| |
|---|
| Private Party Range \$6,964 - \$9,905 |
| Private Party Value \$8,435 |



Valid for **ZIP code 90012** through **01/13/2022**

Your Configured Options

Our pre-selected options, based on typical equipment for this car.

✓ Options that you added while configuring this car.

Exterior Color

✓ Silver

Wheels and Tires

Oversized Premium

Wheels 20"+

Entertainment and Instrumentation

AM/FM Stereo

CD/MP3 (Single Disc)

Navigation System

Hi-Fi Premium Sound

Bluetooth Wireless

BMW Assist

Sirius Satellite

Seats

Leather

Heated Seats

Dual Power Seats

Drivetrain

AWD

Comfort and Convenience

Air Conditioning

Power Windows

Power Door Locks

Cruise Control

Keyless Entry

Keyless Start

Air Conditioning, Rear

Power Liftgate Release

Anti-Theft System

Safety and Security

Parking Sensors

Backup Camera

Dual Air Bags

Side Air Bags

F&R Head Curtain Air
Bags

Roof and Glass

Panorama Roof

Accessory Packages

Technology Pkg

Rollover Protection

Transmission

Auto, 8-Spd Spt Stptrnc

Braking and Traction

Dynamic Stability Control

Hill Descent Control

Dynamic Traction Control

ABS (4-Wheel)

Lighting

HID Headlamps

Steering

Power Steering

Tilt & Telescoping Wheel

Exterior

Roof Spoiler

Fog Lights

Engine

6-Cyl, Turbo, 3.0 Liter

Kelley Blue Book® Trade-In Value - This is the amount you can expect to receive when you trade in your car to a dealer. This value is determined based on the style, condition, mileage and options indicated.

Trade-In Range - The Trade-In Range is Kelley Blue Book's estimate of what you can reasonably expect to receive this week based on the style, condition, mileage and options of your vehicle when you trade it in to a dealer. However, every dealer is different and values are not guaranteed.

Kelley Blue Book® Private Party Value - This is the starting point for negotiation of a used-car sale between a private buyer and seller. This is an "as is" value that does not include any warranties. The final price depends on the car's actual condition and local market factors.

Private Party Range - The Private Party Range is Kelley Blue Book's estimate of what you can reasonably expect to receive this week for a vehicle with stated mileage in the selected condition and configured with your selected options, excluding taxes, title and fees when selling to a private party.

Excellent Condition - 3% of all cars we value. This car looks new and is in excellent mechanical condition. It has never had paint or bodywork and has an interior and body free of wear and visible defects. The car is rust-free and does not need reconditioning. Its clean engine compartment is free of fluid leaks. It also has a clean title history, has complete and verifiable service records and will pass safety and smog inspection.

Very Good Condition - 23% of all cars we value. This car has minor wear or visible defects on the body and interior but is in excellent mechanical condition, requiring only minimal reconditioning. It has little to no paint and bodywork and is free of rust. Its clean engine compartment is free of fluid leaks. The tires match and have 75% or more of tread. It also has a clean title history, with most service records available, and will pass safety and smog inspection.

Good Condition - 54% of all cars we value. This car is free of major mechanical problems but may need some reconditioning. Its paint and bodywork may require minor touch-ups, with repairable cosmetic defects, and its engine compartment may have minor leaks. There are minor body scratches or dings and minor interior blemishes, but no rust. The tires match and have 50% or more of tread. It also has a clean title history, with some service records available, and will pass safety and smog inspection.

Fair Condition - 18% of all cars we value. This car has some mechanical or cosmetic defects and needs servicing, but is still in safe running condition and has a clean title history. The paint, body and/or interior may need professional servicing. The tires may need replacing and there may be some repairable rust damage.

Tip:

It's crucial to know your car's true condition when you sell it, so that you can price it appropriately. Consider having your mechanic give you an objective report.

Declaration Page 19 of 25

© 2022 Kelley Blue Book Co., Inc. All rights reserved. 1/13/2022-1/13/2022 Edition for CA 90012. The specific information required to determine the value for this particular vehicle was supplied by the person generating this report. Vehicle valuations are opinions and may vary from vehicle to vehicle. Actual valuations will vary based upon market conditions, specifications, vehicle condition or other particular circumstances pertinent to this particular vehicle or the transaction or the parties to the transaction. This report is intended for the individual use of the person generating this report only and shall not be sold or transmitted to another party. Kelley Blue Book assumes no responsibility for errors or omissions. (v.2020226)

Exhibit 4

S&J Wilshire Tow
2400 West Washington Blvd
Los Angeles

CA 90018

NOTICE OF REMOVAL AND BILLING

CALIFORNIA VEHICLE CODE REQUIRES THAT THE REGISTERED AND LEGAL OWNERS OF AN IMPOUNDED VEHICLE BE NOTIFIED OF THE LOCATION OF THE VEHICLE. RECORDS AT THE DMV INDICATE YOU ARE THE REGISTERED AND / OR LEGAL OWNER OF THE VEHICLE DESCRIBED BELOW. INFORMATION REGARDING THE CONDITION OF THIS VEHICLE AND RELEASE PROCEDURES MAY BE OBTAINED BY CONTACTING THE STORAGE FACILITY LISTED BELOW.

YEAR & MAKE: 11 BMW

DATE NOTICE MAILED: 12/28/2021

LICENSE . . . [REDACTED]

DATE OF IMPOUND . . 12/21/2021

VIN # 5UXZV4C52BL403713

TOWING CHARGES . . : \$ 139.50

STORAGE CHARGE . . : \$ 43.50 PER DAY

LIEN SALE CHARGE . . \$ 50.00

REGISTERED OWNER: Smith Jonathan Lee
506 N Croft Ave
W Hollywood

CA 90048

LEGAL OWNER Capital One Auto Fin
PO Bx 255605
Sacramento

CA 95865

IMPOUND AUTHORIZED BY: Dept of Transportation (HASD)
411 North Vermont Ave
Los Angeles

CA 90004

TOWED AND STORED BY . S&J Wilshire Tow
2400 West Washington Blvd
Los Angeles

CA 90018

REASON VEHICLE TOWED .

>> ATTENTION VEHICLE OWNER <<

AS REQUIRED BY SECTION 3071 OF THE VEHICLE CODE, AN APPLICATION HAS BEEN SENT TO THE DEPARTMENT OF MOTOR VEHICLES FOR AN AUTHORIZATION TO PROCESS AND CONDUCT A LIEN SALE ON THE VEHICLE DESCRIBED ABOVE.

G. INTERESTED PARTIES

ZIP CODE

ZIP CODE

ZIP CODE

ZIP CODE

ZIP CODE

ZIP CODE

ZIP CODE

ZIP CODE

ZIP CODE

ZIP CODE

ZIP CODE

ZIP CODE

12/28/2021

**APPLICATION FOR LIEN SALE AUTHORIZATION
AND LIENHOLDER'S CERTIFICATION**
(Civil Code Section 3071)

LIEN SALE UNIT
P.O. BOX 932317
SACRAMENTO, CA 94232-████

A FILING FEE OF \$5.00 MUST ACCOMPANY THIS APPLICATION

☒ Current market value of vehicles is OVER \$4,000 OR ☐ Self-service storage facilities

PLEASE NOTE:

1. This application must be submitted within 30 days of the date lien arises. Lien arises on the date the owner is billed or 15 days after work or services are completed, whichever occurs first.
2. This form is to be used when conducting a self-service storage facilities lien sale regardless of vehicle value.
3. This application may not be used for mobilehomes (as described in CVC Section 396) or vessels, vessel/trailer combinations.
4. *Refer to Civil Code Section 3074 when calculating maximum lien sale cost.

**SUSPENSE RECEIPT AND
VALIDATION AREA**
(Please do not write in this space)

A. VEHICLE DESCRIPTION

| | | | |
|--|-------------|---|-----------------|
| LICENSE PLATE NUMBER ██████████ | | STATE REGISTERED/EXPIRATION DATE CA 07-08-21 | |
| YEAR MODEL 11 | MAKE BMW | MODEL X5 | BODY TYPE UT |
| VEHICLE IDENTIFICATION NUMBER (VIN) 5UXZV4C52BL403713 | | ENGINE NUMBER (MOTORCYCLE ONLY) | |

B. LIEN INFORMATION AS OF:

| | | | |
|---|---------------------------------|--|--|
| MONTH/DAY/YEAR 12/28/2021 | LIEN COST* \$50.00 | TOWING COST \$ 139.50 | REPAIRS |
| BAR REGISTRATION (LICENSE NUMBER) | DAILY STORAGE RATE \$ 43.50 | STORAGE DUE \$ 348.00 | PARKING VIOLATION BAIL (CVC 22851.1(b)) |
| DATE OWNER BILLED FOR SERVICES OR STORAGE 12/28/2021 | DATE WORK OR SERVICES COMPLETED | DATE OF TOWING AND STORAGE 12/21/2021 | <input checked="" type="checkbox"/> Authorized by public agency <input type="checkbox"/> Abandoned on private property, owner unknown |

C. LIEN HOLDER/AGENT INFORMATION

| | | | |
|---|--|--|-------------------|
| LIENHOLDER'S NAME (PRINT) S&J Wilshire Tow | | DAYTIME TELEPHONE NUMBER ██████████ | |
| STREET ADDRESS 2400 West Washington Blvd | CITY Los Angeles | STATE CA | ZIP CODE 90018 |
| AGENT ACTING FOR LIENHOLDER (PRINT NAME) | REGISTRATION SERVICE NUMBER (REQUIRED) | DAYTIME TELEPHONE NUMBER () | |
| STREET ADDRESS | CITY | STATE | ZIP CODE |

D. PERSON BILLED OR LAW ENFORCEMENT AGENCY AUTHORIZING REMOVAL OF VEHICLE

| | | | |
|---|---------------------|-------------|-------------------|
| NAME Dept of Transportation (HASD) | | | |
| STREET ADDRESS 411 North Vermont Ave | CITY Los Angeles | STATE CA | ZIP CODE 90004 |

E. REGISTERED OWNER(S)

| | | | |
|---|---------------------|-------------|-------------------|
| REGISTERED OWNER (PRINT LAST, FIRST & MIDDLE) Smith Jonathan Lee | | | |
| ADDRESS 506 N Croft Ave | CITY W Hollywood | STATE CA | ZIP CODE 90048 |
| CO-REGISTERED OWNER (PRINT LAST, FIRST & MIDDLE) | | | |
| ADDRESS | CITY | STATE | ZIP CODE |

F. LEGAL OWNER

| | | | |
|--|--------------------|-------------|-------------------|
| LEGAL OWNER (PRINT LAST, FIRST & MIDDLE) Capital One Auto Fin | | | |
| ADDRESS PO Bx 255605 | CITY Sacramento | STATE CA | ZIP CODE 95865 |

██████████ www

FRONT

Exhibit 5

AIS Portfolio Services, LP

4515 N. Santa Fe Ave.
Oklahoma City, OK 73118

Fax [REDACTED]

June 23, 2021

CHRISTOPHER P WALKER
LAW OFFICE OF CHRISTOPHER P WALKER PC
505 S VILLA REAL DR STE 103
Anaheim Hills, CA 92807

RE: Debtor: Jonathan L. Smith
Case No.: 21-12542-BR-7
Creditor: Capital One Auto Finance, a division of Capital One, N.A.
Account No.: [REDACTED]
File No.: [REDACTED]

Dear Sir/Madam:

AIS Portfolio Services, LP is the Bankruptcy Servicer of the above-mentioned Creditor. Please be advised that it is our understanding that the Debtor(s) has decided to voluntarily surrender the following property (the "Collateral") securing the Creditor's claim in bankruptcy: 2011 BMW X5 Utility 4D 35i AWD.

The purpose of this letter is to confirm the intention of the Debtor(s) to surrender the Collateral, and to obtain your permission to contact the Debtor(s) directly in the event the Collateral has not yet been turned over to the Creditor. Additionally, Creditor requests confirmation from you that the Debtor(s) has no objection to the liquidation of the Collateral pursuant to applicable law.

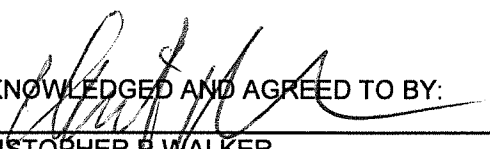
Please acknowledge this letter where indicated below as evidence that you have no objection to the above-described actions taking place at this time; please also provide a current address where the Collateral is located, and a phone number where we can contact the Debtor(s) to make surrender arrangements if necessary. Please return the acknowledged letter to me by fax or US mail to the number or address at the top of this letter.

Alternatively, if the Debtor has decided not to surrender the Collateral or if the provisions of this letter are unacceptable for any reason, please contact me immediately.

Sincerely,
AIS Portfolio Services, LP


Preeti Agrawal
[REDACTED]

ACKNOWLEDGED AND AGREED TO BY:


CHRISTOPHER P WALKER
Attorney for the Debtor(s)

Location: 506 N CROFT AVE
LOS ANGELES CA 90048
Debtor Phone: [REDACTED]